

## SPECIAL HANDLING

Contract No. BT-1943

### CERTIFICATE

I, , certify that I am the  
Secretary of the Corporation named  
as Contractor herein; that   
who signed this contract on behalf of the Contractor was then  
Vice President of said Corporation;  
that said contract was duly signed for and in behalf of said  
Corporation by authority of its governing body, and is within the  
scope of its Corporate powers.



(Corporate Seal)

SECRET LANDING

Contract No. BT-1943

| <u>INDEX TO SCHEDULE</u> |   | <u>Page</u> |
|--------------------------|---|-------------|
| PART I                   | - SCOPE OF WORK . . . . .   | 4           |
| PART II                  | - DELIVERY . . . . .  | 4           |
| PART III                 | - ESTIMATED COST AND FIXED FEE . . . . .  | 4           |
| PART IV                  | - PAYMENT . . . . .   | 4 ✓         |
| PART V                   | - LETTER CONTRACT SUPERSEDED . . . . .  | 5           |
| PART VI                  | - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS . . . . .                          | 6           |
| PART VII                 | - SPECIAL SECURITY RESTRICTIONS . . . . .   | 6           |
| PART VIII                | - GOVERNMENT-FURNISHED FACILITIES AND PROPERTY . . . . .                          | 7           |
| PART IX                  | - PROGRAM MANAGEMENT AND SYSTEMS ENGINEERING AND<br>TECHNICAL DIRECTION . . . . . | 7           |
| PART X                   | - OVERTIME . . . . .  | 8           |

EXHIBIT HANDLING

Contract No. BT-1943

SCHEDULE

PART I - SCOPE OF WORK

The Contractor shall furnish the necessary facilities, materials and services to accomplish the work set forth in EXHIBIT "A" attached hereto and made a part of this contract.

PART II - DELIVERY

Contractor shall furnish the work set forth in EXHIBIT "A" in accordance with the provisions thereof.

PART III - ESTIMATED COST AND FIXED FEE

a. The total estimated target cost for the performance of this contract, exclusive of the fixed fee is [ ] and shall be subject to adjustment pursuant to the provisions of the Clause hereof entitled "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT." The total estimated cost for the performance of this contract is [ ] Of this amount, [ ] is cost incurred by reason of payment to Lockheed Missile and Space Company for residual inventory under their Purchase Order No. 26-607 and said amount shall be deducted from the total allowable costs hereunder prior to determining the Contractor's participation in the incentive fee pursuant to the Clause hereof entitled "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT."

b. The total target fixed fee for the performance of this contract is [ ] and shall be subject to adjustment pursuant to the provisions of the Clause hereof entitled "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT."

PART IV - PAYMENT

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled, "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in performance of this contract, and accepted by the Contracting Officer as chargeable in accordance

SPECIAL HANDLING

with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation"; such determination being subject to the provisions of this contract entitled "Disputes." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder:

(1) Premium costs for overtime work shall be an allowable item of cost hereunder, only if, and to the extent, that overtime work for which such payments are made shall have been approved by the Contracting Officer. Contractor shall submit quarterly forecast reports of overtime.

(2) There shall be included as allowable indirect costs through overhead, Contractor Research and Development costs as are deemed reasonable and approved by the Contracting Officer in accordance with ASPR XV Part 2 in effect the date of this contract.

(3) Costs of shipping charges of equipment procured hereunder from Contractor's plant to final destination shall be an allowable cost hereunder.

(4) Costs incurred by reason of special security requirements imposed by the Contracting Officer or his authorized representative for security.

b. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers or invoices are made by the Contracting Officer or his duly authorized representative, the Contractor shall use those rates currently approved by the cognizant Military Department for billing purposes under CPFF contracts.

c. Contractor shall be paid the fixed fee stated in PART III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed fee stated herein is to the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

**PART V - LETTER CONTRACT SUPERSEDED**

This is the Definitive Contract contemplated by the Letter Contract No. BT-1943 dated 26 June 1962. This Definitive Contract supersedes said Letter Contract in its entirety. Work performed

SPECIAL HANDLING

and payments made under said letter contract shall be deemed to be work performed and payments made under this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall govern.

PART VI - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VII - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

HANDLING

**PART VIII - GOVERNMENT-FURNISHED FACILITIES AND PROPERTY**

a. Contractor is authorized to use on a no-charge-for-use basis those facilities furnished or to be hereinafter furnished under Air Force Facilities Contract No. AF33(600)-8886, provided such use does not interfere with the purpose for which such facilities are furnished.

b. Contractor is also authorized to use on a no-charge-for-use basis such items of special tooling, test equipment and facilities generated under any other contract between the parties hereto or residual from Lockheed Missile and Space Company Purchase Order No. 26-607.

c. The Government shall also furnish as Government-furnished property those items of residual inventory from IMSC Purchase Order No. 26-607 set forth in IBM Tab Run transmitted to IMSC with Contractor's letter 9040-62-204 dated 12 September 1962. In addition, the Government shall furnish such Optical material, parts, tools, gauges, etc., as are residual from above-mentioned purchase order. A list of such material shall be set forth and evidenced by a future amendment to this contract.

d. The Government shall also furnish the following materials:

- (1) One (1) 300-inch Collimator
- (2) Film and film transit cases as required for testing and checkouts.
- (3) Those items of equipment set forth in Exhibit "A" which are to be retained by the Contractor for the performance of the work called for herein.

**PART IX - PROGRAM MANAGEMENT AND SYSTEMS ENGINEERING AND TECHNICAL DIRECTION**

a. The Contractor shall plan and conduct program development, design, tests, and manufacturing leading toward the attainment of the Panoramic Camera Subsystem described in Contractor Specification No. 43961 dated 19 June 1962.

b. Management of the program is the joint responsibility of several Agencies of the Government. In the interest of effective management, however, technical direction shall be provided by SAFSP through the 622 A Program Office of the Air Force Space

**SPECIAL HANDLING**

Systems Division as the agent for all interested Agencies of the Government. The 622 A Program Office established in SSD will be the single day-by-day point of contact with the Contractor.

c. The role of SE/TD as pertains to systems engineering, approval of systems requirements, and acceptance of deliverable equipment, is herein recognized. Detailed functions and responsibilities of SE/TD are contained in Document SP2-085, Operating Procedures of SE-TD, dated 4 April 1962, said document being incorporated herein by reference.

**PART X - OVERTIME**

It is recognized that extensive overtime and extra-shift permium wage payments will be required in order to fulfill the performance schedule of the contract. The Contractor agrees to limit such overtime and extra-shift utilization, insofar as practicable, consistent with meeting such schedule. Therefore, no restrictions are imposed on such utilization and prior approvals therefore are not required.